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(A Joint Venture Company of Govt. of A.P and Govt. of India)

INVITES REQUEST FOR PROPOSAL
FOR PREPARATION OF DETAILED PROJECT REPORT (250 MW)
FOR PROPOSED PUMPED STORAGE HYDRO ELECTRIC PROJECT AT ARAVETIPALLI
VILLAGE, MUDDANUR MANDAL, KADAPA DIST.

RFP No: APSPCL//PSPs/ 34/2022, Date: 27.10.2022

CONDITIONS OF CONTRACT, SPECIFICATIONS AND SCHEDULES

DISCLAIMER

This request for RFP contains brief information about the Project, Qualification Requirements and the Selection process for the successful proponent.

This document is not an agreement and is not an offer or invitation by APSPCL to any parties. The purpose of this document is to provide the proponent with information to assist the formulation of their proposals. This document does not purport to contain all the information each proponent may require. This document may not be appropriate for all reasons, and it is not possible for the APSPCL Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each proponent who reads or uses this document. Each proponent should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document and wherever necessary obtain independent advice from appropriate sources. The APSPCL, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the document.

The APSPCL representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document.

APSPCL reserves the right to accept or reject any or all RFPs without giving any reasons thereof. APSPCL will not entertain any claim for expenses in relation to the preparation of RFP submissions.

The contents of this RFP are only for general information or use. They do not constitute advice and should not be relied upon in making (or refraining from making) decision. The APSPCL hereby excludes any warranty, express or implied, as to quality, accuracy, timeliness, completeness, performance, of the RFP or any of its contents. MD & CEO/ APSPCL on behalf of APSPCL shall not be liable for any damages (including, without limitation, damages for loss of profits) arising in contract, tort or otherwise from the use of or inability to use the RFP, or any of its contents, or from any action taken (or refrained from being taken) as a result of using the RFP or any of its contents.

INFORMATION PERTAINING TO BID SUBMISSION VIA

E-PROCUREMENT PLATFORM

The Bidder platform shall submit response to the tender on e-Procurement

https://tender.apeprocurement.gov.in by following the procedure given below.

The Bidder would be required to register on the e-procurement market

https://tender.apeprocurement.gov.in and submit their Bids online. Online submission of Bids is

mandatory and Offline Bids shall not be entertained by the Tender Inviting Authority.

The Bidders shall submit their eligibility and qualification details, Bid Processing Fee and EMD

(Prequalification), Technical Bid, Financial Bid etc., in the online standard formats displayed in e-

Procurement web site. The Bidders shall upload the scanned copies of all the relevant certificates,

documents etc., in support of their eligibility criteria/Technical Bid/Bid Processing Fee/EMD and

other certificate/documents in the e-Procurement web site. The Bidder shall sign on the statements,

documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

The Bidder shall attach all the required documents specific to the RFP after uploading the same

during the Bid submission as per Bid Documents.

1. Registration with e-Procurement platform:

For registration and online Bid submission Bidders may contact HELP DESK of Vupadhi Techno

Services

M/s. Vupadhi Techno Services Pvt. Ltd

Flat No:407, 4th Floor, Sreeram's Sneha Avenue,

Near Aravinda School, Kunchanpalli,

Tadepalli Mandal, Guntur district-522501.

Phone: 08645-243670/71/72/73/74

Email id: contact@vupadhi.com

https://tender.apeprocurement.gov.in.

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2. Digital Certificate authentication:

The Bidder shall authenticate the Bid with Digital Certificate for submitting the Bid electronically on eProcurement platform. The Bids not authenticated by Digital Certificate of the Bidder will not be accepted.

For obtaining Digital Signature Certificate, you may please Contact:

Andhra Pradesh Technology Services Limited,

Plot No. 302, 3rd Floor, BanukrishnaNilayam, Ashoka Nagar,

VelankiRammohanRao street, Vijayawada

Mob: 9963029443

3. Hard copies:

i) Bidders shall submit hard copies of the Bid as specified in the tender document.

ii) All the Bidders shall invariably upload the scanned copies of DD/BG/PO/RTGS particulars in eProcurement system and this will be one of the key requirements to consider the Bid responsive.

4. Deactivation of Bidders:

If any Successful Bidder fails to submit the original hard copies of uploaded certificates/documents, within stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the Bidder, as the successful Bidder will be barred from participating in the tenders on e-Procurement platform for a period of 3 years. The e-Procurement system would deactivate the user ID of such defaulting Bidder based on the trigger/recommendation by the Authorised Representative in the system. Besides this, the Authorised Representative shall invoke all processes of law including criminal prosecution of such defaulting Bidder as an act of extreme deterrence to avoid delays in the Bid Process for execution of the development schemes taken up by the government. Other conditions as per the Tender are applicable.

5. Payment of Transaction Fee:

It is mandatory for all the participant Bidders to electronically pay a Non-refundable Transaction fee to MD, APTS as per the relevant GoAP guidelines in regard to e-Procurement fund to be administered by APTS limited, the service provider through "Payment Gateway Service on e-

Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. GST is applicable for Transaction on the transaction amount payable to MD APTS.

6. Nodal Person for enquiries and clarifications:

All correspondence, clarifications in respect of the Bid document and submission of the Bid shall be addressed to:

| Designation: | Superintending Engineer / Civil / APSPCL |
|--------------|---|
| Address: | Flat No. 502, Garuda Enclave, Tadepalli, Guntur Dist. 522 501 |
| Telephone: | 9493120020, 9440567940, |
| E-mail id: | apspcl.secivil@gmail.com |

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SECTION-1: E-TENDER NOTICE

Request for Proposal (RFP) are invited from experienced Consultant / Agencies / Firms executing similar nature of works:

| Name of work | Request for Proposal for preparation of Detailed Project Report for proposed pumped storage hydro electric project at Aravetipalli (V), Muddanur (M), Kadapa Dist including obtaining requisite clearances |
|--|--|
| Earnest Money Deposit (EMD) | Rs.2,00,000/- by way of Demand Draft or BG |
| Tender document fee (non -refundable) | Rs.5,900/- by way of DD drawn in favour of M.D APSPCL, payable at Tadepalli. |
| Transaction fee | Rs.6,000/- + 18% GST payable to MD, APTS. |
| Date of publishing proposal Notice | 27.10.2022 |
| Tender documents | Can be downloaded from the website from @17:00 hrs on 27.10.2022 to @14:00 hrs. on 17.11.2022. |
| Last Date & Time of online Submission of Proposal document | @17:00 hrs. on 17.11.2022 |
| End date for submission of queries | Up to 17:00 Hrs on 07.11.2022 |
| Pre-bid meeting (online) [Link will be shared with Bidders who requests for participation] | At 15:00 Hrs on 09.11.2022 |
| Opening of technical proposal | @ 11:00 hrs. 18.11.2022 |
| End Date for submission of Hard copies | @ 11:00 hrs. 21.11.2022 |
| Opening of price proposal | @ 11:00 hrs. 24.11.2022 |
| Nature of Contract | Lump sum Contract. |
| Proposal Validity | 180 Days |
| Completion period | 24 Months |
| Place of opening of proposal | Office of S.E Civil APSPCL, Tadepalli, Guntur District. |
| Designation, Address, Phone/email of the tender inviting authority | Superintending Engineer Flat No. 502, Garuda Enclave, Tadepally, Guntur Dist. 522 501 |

Intending proponents should submit their proposals only online mode on or before the time and date specified in the Notice Inviting Tender and Hard Copies are to be submitted as per the dates specified above.

The proposal shall be opened online at the office of the S.E, APSPCL, Tadepalli on the date and time mentioned above in the presence of the proponents / their representatives who wish to attend. All other existing conditions related to the tenders of APSPCL will be applicable to this tender also. The tender details will also be available in the website.

If any of the dates mentioned above happens to be a holiday, the actual dates for the same will be the next working day. No separate intimation in this regard will be issued.

The bidding authority reserves the right to modify / cancel any or all proposals without assigning any reasons. APSPCL will not be responsible for any errors like missing of schedule data while downloading by the proponent/ non receipt of document / delay if any.

All proponents participating in the tender should have a valid Digital Signature Certificate from an approved Certifying Authority. More details about the e-tendering procedure will be available in Section-II.

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1 TERMINOLOGY/DEFINITIONS

The following terms will apply to this RFP and to any subsequent contract:

| BUSINESS DAY | Any day other than holiday in the State of Andhra Pradesh and made applicable to ANDHRA PRADESH SOLAR POWER CORPORATION PRIVATE LIMITED (APSPCL). |
|---------------------------------|---|
| CONSULTANT | The successful proponent to this RFP who enters into a written agreement with the APSPCL |
| Managing Director | The technical & administrative head responsible to manage the Investigation planning process of Pumped Hydroelectric schemes on behalf of the APSPCL. |
| CSMRS | Central Soil Material Research Station |
| CWPRS | Central Water and Power Research Station |
| TENDER/RFP/ PROPOSAL | Request for Proposal proposal |
| | |
| DPR | Detailed Project Report |
| EIS | Environmental Impact Statement (Synonymous with EIA |
| | Report). |
| EPH | Environmental Public Hearing |
| ENVIRONMENTAL | Committee constituted by MoEF&CC for according to |
| APPRAISAL COMMITTEE | Environment & Forest clearance of River Valley Projects in India |
| EIA NOTIFICATION | Environmental Impact Assessment Notification, 2006 & subsequent amendments |
| FINAL GUIDELINES/ GUIDELINES | Guidelines issued by the Central Electricity Authority, Central Water Commission, Ministry of Environment |
| | & Forest, GOI to guide the preparation of Detailed Project Report (DPR) for Hydroelectric Projects, Environmental Impact Assessment (EIA) Report etc. to meet the requirements of the CEA/CWC/MoEF&CC as per the relevant notification from time to time and the subsequent amendments. |
| FACILITATOR | Employee of the Consultant who will assist APSPCL in ensuring that the public is informed of the process and at various stages of the PFR/DPR/EIA study, if required. |
| GSI | Geological Survey of India |
| APSPCL | ANDHRA PRADESH SOLAR POWER CORPORATION PRIVATE LIMITED; |

| APPCB | Andhra Pradesh State Pollution Control Board. |
|------------------|---|
| CEA | Central Electricity Authority |
| CWC | Central Water Commission |
| MOEF&CC | The Ministry of Environment Forest and Climate Change, Govt. Of India |
| FR | Feasibility Report |
| PROPONENT/BIDDER | An individual or a firm/company/organization that submits, or intends to submit, a proposal in response to this RFP to provide services to the APSPCL |
| PROJECT LEADER | Employee of the Consultant, who will be in contact with MD & CEO/ APSPCL throughout the project and who has the responsibility to manage the Consultants 'team and activities for the project. |
| S & I | Survey and Investigation |
| TOR | Terms of Reference |
| WO | Work Order |
| WORK PLAN | Shall include carrying out detail Survey and Investigation on field and laboratory in consultation with APSPCL, by engaging GoI agencies, like SoI, GSI,CWPRS,CSMRS etc., supervision of S&I activities, Construction material survey, Preparation of design and drawings for DPR stage and obtaining all statutory clearances as per latest CEA Guidelines |
| QCBS | Quality and Cost Based Selection. |

2.2. DETAILED PROCEDURE FOR SUBMISSION OF THE BID ONLINE:

The Bidder shall submit his response through Bid submission to the tender on e-Procurement platform at https://tender.apeprocurement.gov.in by following the procedure.

The Bidder would be required to register on the e-procurement marketplace https://tender.apeprocurement.gov.in and submit their Bids online. Offline Bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement platform.

The Bidders shall submit their eligibility and qualification details, EMD, Tender Document Fee, Transaction Fee, Technical Bid, Financial Bid etc., in the online standard formats displayed in e-

Procurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/Technical Bid/EMD and other certificate/documents in the e-Procurement web site.

The Bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

The Bidder shall upload the entire required documents specific to the Bid document in the e-tender platform duly signing each and every document.

The bidder shall invariably submit the hard copies of the Technical bid to the Authorized Representative either personally or through courier or post before the timelines as indicated in this tender document. Non-submission of Technical bid along with relevant documents shall lead to rejection of tender.

1. Hard Copies:

Bidders shall submit hard copies of EMD, Transaction Fee and Bid Document fee to the address mentioned in the respective clause of this Bid document before tender dead line.

Bidders shall also upload scanned copies of these documents DD / Online payment / BG towards Transaction Fee, document fee and EMD as a part of the Qualification criteria of bid on the e-Procurement platform.

All the Bidders shall invariably upload the scanned copies of DD/BG/Online payment receipt in e-Procurement system and this will be one of the key requirements to consider the bid responsive.

The APSPCL will not take any responsibility for any delay in receipt/non-receipt of original, Certificates/Documents from the successful Bidder before the stipulated time. On receipt of documents, the department shall ensure the genuinity of certificates/documents uploaded by the Bidder in e-Procurement system, in support of the qualification criteria.

Uploading:

- 1. Financial Bid shall be uploaded at the commercial stage available on the e-Procurement platform which has an encryption facility.
- 2. The Bidder SHALL AVOID zipping two versions of the same Financial Bid into a single folder.
- 3. In case the Authorized Representative finds multiple versions of the same Financial Bid in a single zip folder, such Bids are liable for rejection by the Authorized Representative.

2.3 DETAILS OF THE LOCATION OF THE PROPOSED PROJECT

APSPCL has carried out preliminary studies for establishment of a Pumped Storage Hydro Electric Project at the following location in Andhra Pradesh:

| S. No | Location | District | Estimated Capacity (in MW) |
|-------|--------------|--------------|----------------------------------|
| 1 | Aravetipalli | Kadapa dist. | 250 |

The preliminary details are enclosed herewith. The prospective bidder may utilize the information for making detailed proposal for preparation of FR / DPR as per the scope and extent of work enumerated in these documents.

2.4 GENERAL CONDITIONS

2.4.1 STANDARD TERMS AND CONDITIONS

This RFP is subject to the Terms and Conditions mentioned herein.

2.4.2 MANDATORY REQUIREMENTS

This RFP contains mandatory requirements as listed in section 6. Proposals not meeting all mandatory requirements will be rejected.

2.4.3 RIGHT TO AMEND CONDITIONS

The APSPCL reserves the right to amend or supplement the RFP, by way of addendum issued on the same e-platform, where the tender is published. All proponents are requested to verify the e-platform from time to time. APSPCL has no obligation to communicate to any proponent directly. The APSPCL will notify any changes made to the RFP or to any appendices or any change in the closing date or time through web site. When these changes occur within five (5) working days of the closing date of the proposal, the RFP closing date may be extended to allow for a suitable number of days for preparation of the proposals by the proponents.

2.4.4 RFP INFORMATION

Material, information and data accessed or provided by the APSPCL and used in the preparation of the proposals is confidential and the property of the APSPCL.

2.4.5 CHANGES TO PROPOSAL WORDING

Proponents will not be allowed to amend their proposal after submission. However, APSPCL reserves the right to seek clarification on a submitted proposal.

2.4.6 PROPONENT INCURRED COSTS

All costs incurred in the preparation and presentation of the proposals shall be wholly absorbed by the Proponent.

2.4.7 INDEMNITY, INSURANCE AND LIABILITY REQUIREMENTS

The Proponent will indemnify and save harmless the APSPCL from and against any claims, demands, losses, damages, costs and expenses made or incurred, suffered or sustained by the APSPCL at any time or times (either before or after the expiration or on termination) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Proponent or by any servant, employee, officer, of the proponent.

The consultant shall indemnify and hold harmless the APSPCL, their employees, from any and all claims, demands, actions and costs whatsoever for which the Consultant is legally liable that may arise, directly or indirectly out of any negligent act or omission of the Consultant, Sub-consultants, or their employees or agents, in the performance by the consultant of the work identified in the proposal.

The Consultant shall at their cost maintain insurance and pay assessments as will protect the Consultant and APSPCL from any claims and from any other claims for bodily injury, personal injury or property damage which may arise from operations resulting from contract entered into.

During the course of the work, the Consultant must carry a minimum level of Professional Liability, insuring liability for errors and omissions in the performance of professional services.

The Consultant shall be liable to pay workmen compensation, if necessitated and other liabilities due to the labour engaged for this work. All labour engaged by the Consultant shall be insured and APSPCL has no responsibility/ liability in case of any accidents during the execution of works.

Consultant must obtain an insurance coverage in respect of the workmen engaged by him from a nationalized Insurance company to cover the compensation payable in case of fatal & non-fatal accident if any occurred to workmen.

The insurance coverage obtained as per above shall be sufficient enough to cover all the expenses payable on behalf of the fatal / non-fatal accident victims including hospital expenses, HMC, funeral benefit, compensation(death and disablement total and partial) and other financial benefits payable as per Employee's Compensation Act.

Any liability on the difference in compensation amount payable before the Commissioner for Workmen's Compensation (Deputy Labour Commissioner) or to victim beyond the insurance claim amount sanctioned by the insurance company rests with the Consultant who has engaged the victim.

The Consultant shall at their cost maintain Automobile Liability Insurance insuring all licensed vehicles owned, leased or operated by the Consultant.

2.4.8 NEWS RELEASES

Proponent shall not make news releases concerning RFP or the awarding of the contract without the written consent of the MD, APSPCL.

2.4.9 CONFIDENTIALITY AND SECURITY

This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

The Proponent must agree to maintain security standards consistent with policies of Government of Andhra Pradesh and APSPCL. These include strict control of access to data and maintaining confidentiality of information gained while carrying out their duties as per the contract.

Information pertaining to any department obtained by the proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from the APSPCL.

2.4.10 CONFLICT OF INTEREST

Proponents are not eligible to submit a proposal, if current or past corporate or other interests may in the opinion of the APSPCL, may give rise to a conflict of interest in connection with this project. The APSPCL may request full disclosure from each Consultant with regard to the employees and sub consultants they are working on the project, including where they live and any possible interest they may have in any of the matters being assessed.

2.4.11 LIABILITY FOR ERRORS

Considerable efforts to ensure the accuracy of the information in this RFP have been made. The information contained in this RFP is supplied solely as a guideline to Proponents. The information is neither guaranteed for accuracy, nor is it necessarily comprehensive or exhaustive.

2.4.12 ACCEPTANCE OF TERMS AND CONDITIONS

Unless otherwise stated by the Proponent, all terms and conditions of this RFP document are deemed to have been accepted and accordingly considered in the Proponent's submission of

proposal.

2.4.13 REPLACEMENT OF PERSONNEL

The proposals will be evaluated for the employees and the sub - consultants as presented by the Proponents. The consultant will be required to provide the services of the proposed team. If at any time it is impossible to do so, for reasons beyond the control of the Consultant, the Consultant shall notify the APSPCL in writing. The Consultant must provide the reason for the removal of an individual from the project team and the names and resumes of the proposed replacements for evaluation by APSPCL.

2.4.14 COMPLIANCE WITH LAWS

The Consultant shall ensure all notices are given and all the licenses and permits are obtained, to perform the work. The Consultant shall comply with all the laws applicable to the work or the performance of the contract.

2.4.15 ACCEPTANCE OF PROPOSALS

The APSPCL is not bound to accept a proposal with the lowest price or any proposal of those submitted. Proposals will be assessed in light of the evaluation criteria.

Subsequent to the submission of the Proposals and the Proponent interviews (if needed), negotiations may be conducted with one or more of the Proponents, but there shall be no obligation to receive further information, whether in writing or oral, from any of the Proponents. The APSPCL shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an accepted proposal.

2.4.16 VALIDITY PERIOD

Proposals must be open for acceptance for at least **One hundred and Eighty (180)** days after the closing date. Upon acceptance, prices will be firm for the entire contract period unless otherwise specified.

2.4.17 EVALUATION OF PROPOSALS

APSPCL will evaluate all acceptable proposals. APSPCL reserves the right to select the Consultant based on the evaluation criteria as fixed in these RFP documents.

2.4.18 PROPONENT PRESENTATIONS

Any proponent submitting a proposal may have to attend office of APSPCL for further discussions / Presentations, if intimated upon. The exact date and time will be confirmed **seven** (7) days prior to the date of presentation after receipt of all Proposals. The Proponent will have to make a presentation, if needed. The APSPCL will not accept any written documentation from the proponent at this stage. This is an opportunity for the Proponent to present their proposal, specifically explain their approach for undertaking the project and to introduce key members of their team. It is also an opportunity for the APSPCL to seek clarification on any aspect of the Proposal. Proponents will not be reimbursed for any expenses to attend these discussions.

The original of documents submitted online shall be produced for verification at the time of Presentation.

2.4.19 FINANCIAL INFORMATION

Proponents may be requested to demonstrate their financial stability during the evaluation process. This may include providing evidence of sufficient financial strength and capacity to undertake a project of this size and type.

2.4.20 ADDITIONAL INFORMATION

Proposals may contain supporting information. If supporting information is offered, submit the same as an appendix to the proposal.

2.4.21 NEGOTIATION DELAY

If an agreement cannot be negotiated / executed within Thirty (30) days of notification to the selected consultant, the APSPCL may, at any time thereafter, terminate negotiations with the

selected consultant and reserves the right to negotiate a contract with another Proponent of its choice or choose to terminate the entire RFP process. The EMD paid by the proponent will be forfeited if the agreement is not executed within 30 days.

2.4.22 PROPOSALS SELECTION

Once a decision has been made, the APSPCL will notify the successful Proponent. The office of MD will treat all proposals with strict confidentiality and any information on proposals will not be divulged except where required. An agreement in non-judicial stamp paper of appropriate value will have to be executed with APSPCL, once final acceptance of the proposal is determined and work order is issued. The stamp paper should be brought in favour of the selected consultant and should have been procured only after the date of issuance of work order.

2.4.23 DEBRIEFING

Unsuccessful Proponents may request a debriefing meeting with the officers of APSPCL and other authorized officers. However the decision of APSPCL regarding consideration of the request will be final and binding on all parties.

2.4.24 CONTRACT FOR SERVICES

Written notice of acceptance of a proposal by APSPCL and the subsequent full execution of the agreement will constitute a contract for the services. No Proponent will acquire any legal or equitable rise or privileges relative to the services until the occurrence of both events.

2.4.25 CONTRACT CANCELLATION

The contract may be cancelled as determined by APSPCL including, but not limited to, the following reasons. If the Consultant:

- Defaults in the observance of any of the conditions contained in the contract or specification;
- Has become insolvent; and/or
- Has committed an act of bankruptcy,
- Assigns the work of this contract to another consultant without written consent of the

APSPCL.

2.4.26 DEFAULT

If during the period of the contract the Consultant is in default of any provision of the contract, and the default continues for a period of **thirty (30)** days after notice by APSPCL to the Consultant specifying the nature of the default and requiring the default to be remedied, APSPCL may terminate this contract immediately without further notice to the Consultant.

2.4.27 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

For any delay attributable to the consultant, beyond the scheduled/period of completion of various activities as per relevant clauses in the work order, a penalty worked out at the rate of 1% (one percent) on an amount of uncompleted activities of the contract value, for every week of delay or part thereof will be levied. However total liability of the consultant under this clause shall not exceed 10% (ten percent) of the total contract value.

2.4.28 DISPUTE RESOLUTION

All matters in dispute under the contract developed from this RFP with APSPCL may be submitted to MD / APSPCL and the decision of Managing Director will be final.

2.4.29 LAWS GOVERNING

Unless otherwise specified, all orders implemented by APSPCL shall govern the contracts developed from this RFP.

2.4.30 OTHER CONDITIONS

- 1. The proponent shall be responsible for maintaining good order on the work site and shall employ such officers, security or persons as may be required. Unauthorized persons may be excluded from the work site. The Consultant should ensure that the works and peaceful atmosphere in the above place is not disturbed due to the works carried out at site.
- 2. The Consultant will have to make his own arrangements for the accommodation of his staff and workers and providing basic minimum amenities to them.
- 3. In case of any disputes, the jurisdiction of court shall be within AP State only.

SECTION 3: SUBMISSION OF PROPOSALS

3.1. INTRODUCTION

Tenders/proposals shall be accepted only through online mode in the A.P e-Procurement platform at

https://tender.apeprocurement.gov.in by following the procedure and no manual submission shall be

entertained.

The proponents are advised to carefully examine all instructions, conditions, terms, specifications,

drawings if any etc. in the proposal documents and details regarding the facilities at work site,

approaches, climate etc. The proponents are advised to visit the site, before submitting the proposal

documents. In case of any doubt or issue, the proponent may collect whatever information required

from the bidding authority.

The rates shall be quoted after precisely considering all aspects that may be encountered during

execution of the work. The quoted rates shall be on the proponents' risk and remain firm during the

period of contract. The Proponent is not entitled for any claim other than that agreed to in the

contract.

Intending proponents should submit their proposals only through online mode on or before the time

and date specified in the Notice Inviting Tender.

3.2. SUBMISSION

Online:

The proposal including all uploaded documents shall be digitally signed by the proponent / duly

authorized representative of the company. Proponent is responsible for ensuring the validity of

digital signature and its proper usage by their employee.

The Proponent shall sign the Proposals wherever required.

Proposal by a Partnership Firm shall contain the full name of all partners. Proposal shall be signed

in the name of the Partnership Firm by one of the members of the partnership authorized for the

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purpose or by an authorized representative followed by the name and designation of the person signing.

Proposals by Corporations shall be signed with the legal name of the Corporation followed by the name, signature and designation of the President, Secretary or other person authorized to bind it in the matter.

The copy of the constitution of Firm/Partnership with the name of partners duly attested by a notary public and the instrument authorizing the persons to sign on behalf of the Firm shall be furnished online with digitally signed attestation.

All the proposals shall be submitted in single cover in electronic format. Proposals submitted through online mode in e-procurement platform at https://tender.apeprocurement.gov.in by following the procedure only shall be accepted.

Hard Copies:

The hard copies of all the documents uploaded and submitted in e_Procurement platform should be submitted as per the dates specified in the tender notice in two separate envelops as below.

Cover No.1

This cover shall contain

- i. Scanned copy of certificates in proof of payment of EMD, Cost of Tender Schedule, Transaction fee, experience and any other documents specified an attested copy of PAN /TAN card of the Authorized Signatory / Firm shall be uploaded.
- ii. Scanned Signed copy of downloaded Conditions of Contract, Specifications and Schedule (this tender document including Annexure).

Cover No.2

Quoted Price bid (BOQ)

All proposals must be submitted before closing date and time. The proponent is advised to submit earlier to the due date and time to avoid last minute hitches.

The proponents shall note that the bid documents other than the mode specified will not be accepted and summarily rejected without notice.

All proposals shall acknowledge any addenda, which have been issued. It is the responsibility of the Proponent to determine if there were any addenda. The Proponent shall not change the wording of his proposal once submitted.

SECTION 4: QUESTIONS AND INQUIRIES

All enquiries related to this RFP are to be made in writing to the tender inviting authority, before the pre-bid closing date.

Responses to enquiries made to the APSPCL will be made in writing; therefore the Proponent must include a contact name, a mailing address and E-mail address on all correspondence.

All enquiries and responses thereon will be made available to all Proponents one week before the closing date through e-tender platform. Therefore, further questions made after the day prescribed will not be entertained.

All other information obtained from alternate sources will not be considered official and / or accurate.

SECTION 5: SERVICES REQUIRED BY APSPCL

5.1. BACKGROUND

APSPCL is the nodal agency for development of solar power parks in the state of Andhra Pradesh. The installed capacity of solar parks by APSPCL is 4000MW. The A.P state is also contemplating development of huge extent of wind and solar power projects. Thus, because of the state's thrust and importance on development of renewable energy, the state may experience higher capacity additions in the next few years.

In order to utilize the surplus wind and solar energy during day time effectively for meeting the energy requirement during peak hours and also to utilize these schemes for grid balancing, APSPCL is proposing to install mini pumped storage project of capacity 250 MW at Aravetipalli.

A copy of the preliminary data available with APSPCL is furnished herewith for information of the proponents. The requirements are broadly as follows:

Details of Proposed Project Aravetipalli

| Location | 211324.26 E |
|---|-------------------|
| Location | 1621323.45 N |
| Capacity of the Project: | 250 MW |
| Discharge | 502.55 Cumecs |
| Gross Head | 179.81 m |
| Probable Length of Water Conduit System | 750 m |
| Upper Reservoir: | To be constructed |
| FRL (M) | 468 m |
| MDDL (M) | 440 m |
| Live storage capacity (MCM) | 10.51 MCM |

| Lower Reservoir To be constructed | |
|-----------------------------------|-----------|
| FRL | 280.00 m |
| MDDL | 260.00 m |
| Live storage capacity (MCM) | 12.00 MCM |

5.2. OBJECTIVE

The FR/ DPR of the proposed scheme has to be prepared as per the latest guidelines of CEA/CWC/ MoEF&CC for obtaining requisite clearances. The proposed Consultancy and Engineering services are to be grouped in to three parts.

- 1. Preparation of Topographic drawings, Contour drawings, Preparation of Feasibility Report and submission of PFR to the concerned directorates of CEA for layout approval and for first consultation meeting;
- 2. Consultancy and Engineering Services for preparation of DPR which includes Pre- DPR Stage Clearances and DPR stage Clearances, including Surveys and Investigations necessary, to carry out EIA/EMP studies as per latest guidelines of MoEF&CC; and
- 3. Obtaining requisite clearances from statutory authorities.

5.3. SCOPE OF WORK

The consultant will be required to work with the officers authorized by APSPCL for successful completion of all activities required.

The scope of work mentioned hereunder is only an indicative and not exhaustive. The selected bidder/consultant shall carryout all studies, designs, works, etc required for completion of the Detailed Project Report in full shape as per CEA guidelines, standards, etc and obligations enshrined in this document, unless specifically excluded. The scope is as follows:

- I. Preparation of Detailed Project Report including Reconnaissance Survey, Topographical Survey, Geotechnical investigations, Geological Investigations, Geophysical & Geomorphological investigations, Design of Civil, Electrical systems, EIA/EMP studies, R&R studies and any other studies/investigations for obtaining all clearances from Statutory Authorities of Government of India, Government of Andhra Pradesh, and all other institutions as required for implementing Pumped Storage Project.
- II. APSPCL has already got preliminary studies of the location and furnished in this document. It is to be clarified that the bidder may consider the information in these preliminary reports for their guidance only and he shall on his own re-assess the requirements for fulfilling the contractual obligations under this bid.
- III. The scope of work is further detailed covering the following aspects to facilitate more clarity on scope of contract:
- a) Site Visit, data collection, inception repots, Feasibility Report:
 - i. The consultant shall collect relevant information, documents and drawings from the concerned authorities. He shall also collect or obtain various data with reference to various infrastructure requirements and all other information required for preparation of the Report.
 - ii. The consultant shall conduct reconnaissance survey to study the alternate location (different layouts) for establishment of Pumped storage Hydro Power Project (PSP) and select most economical location. The consultant shall also study the possibilities for establishment of surface power house, economics of installing variable/adjustable speed units before finalization of layout. The feasibility report shall be submitted with all these details including installation of adjustable speed machines to enable finalization of the layout of scheme and type of machines to be adopted for the PSP.

b) **Topographical Survey:**

- i. The Topographical Survey includes taking cross sections of the river/ stream, reservoirs data (seasonal maximum and minimum discharges, capacity, etc), grid survey for possible locations of the HRT, Penstocks, power house, switchyard, intake channel, Tail race channel, , dumping areas for muck disposal, colony, office accommodation, and all other miscellaneous structures and facilities required for power project.
- ii. After completion of the topographical survey, detailed report along with drawings of cross sections, contour map at minimum interval of 1.0 m as per requirement, etc shall be submitted. The consultant shall also attend the office of APSPCL for detailed discussions and for finalizing the provisional layout of the project.

c) Geological Investigations & Testing in accordance with MOWR guidelines:

- i. Investigations by the method of drilling at all project components. Depth of drilling and No. of bore holes shall be as per MOWR guidelines.
- ii. Geological and geotechnical investigations shall focus on rock mass characterization, Strength and deformation properties, In-situ stresses, Geological structure and features, Geo-hazards and Hydro-geologic characterization.
- iii. Geophysical Survey: Seismic refraction and electric resistivity surveys to be conducted at the lower and upper dam sites and its surroundings, intake, switchyard area and at other locations needed. Permeability and Groutability tests in overburden and bed rock areas and other locations wherever required shall be conducted in accordance with IS code.
- iv. The above-mentioned investigations with regard to topographical and geological investigations are only tentative and additional investigations if any have to be carried out as required by the CWC/CEA/GSI during scrutiny and approval of DPR.
- v. After completion of the Geological Investigations, detailed report containing lithology and results of various tests conducted and remarks and recommendations of the qualified geologist shall be submitted.

vi. The consultants shall then attend the office of APSPCL for detailed discussions and to finalize the layout of the project.

d) Hydrology: The following activities shall be done:

- i. The input data for project planning i.e., discharges, quantity, seasonal variations, etc., and possible water availability in lower reservoir shall be measured or estimated with reference to the collected data.
- ii. Area of submergence- capacity, MWL, FRL, MDDL & DSL of reservoirs for long term operation.
- iii. Evaporation and Sedimentation studies, water tightness and effect on adjoining areas of reservoirs.
- iv. Silt Analysis.
- v. Preparation of Tail water rating Curves
- vi. Other facilities for reservoirs shall also be discussed.

e) **Power potential studies:**

- i. Optimization of storage capacity of reservoirs, FRL, MDDL of Upper and lower reservoirs.
- ii. Type of pump-turbines i.e., fixed speed or adjustable speed.
- iii. Fixation of optimum capacity, size & number of units, calculation of energy generation, calculation of pumping energy and determination of installed capacity.
- iv. Hydraulic studies & fixation of components.
- v. Operating criteria of the project in generating and pumping modes.
- vi. Availability of pumping energy for pumping operation over a year.
- vii. Cycle efficiency of the scheme and No. of cycles. Alternatives, if any for establishment of Pumped storage scheme without affecting the existing structures, if any available at site.

- viii. Deficit/Requirement of Peak Power in the regional/ National Grid and its average tariff for past 5- 10 year and future potential of the proposed period of generation of the project.
- ix. Availability of off-peak power in the regional/ National Grid for pumping period for pumping back the water into upstream reservoir and its tariff for the past 5-10 years.
- x. Viability of the project on the Peak and Off peak tariffs.
- xi. Better fit of the project in the increasing renewable energy component in the regional/national grid like using the project as an energy storage type (like battery) for the surplus solar power or other renewable power in the grid or through a dedicated renewable energy project, etc.,
- xii. Effect of the plant on the generation potential of the existing generating stations during construction of the project and later.
- xiii. Optimal/Better fit of the chosen ratings of the generating units/adjustable speed units to match the ramping and coasting down curves of the solar power generation in the grid.

f) Design of Civil Structures:

- i. Design of Power House, , Pressure shaft/Penstocks, selection of penstocks alignment / Tunnel alignment, size, shape& velocity, rock support system, location and design of construction Audits, other access Audits, access roads and other related civil structures and recommendations.
- ii. Design of Barrage/Weir / Earth dam in the reservoirs to facilitate the required storage for pumping and generation. Reservoir Area-Capacity-elevation curve, sediment volumes, flood surcharge head, free board for waves and camber.
- iii. Planning and designing of lower reservoir's makeup water system
- Preparation of site plans for finalization of layout of power house and study various alternatives for power house complex such as Surface/Underground/Partial underground etc., and accordingly finalize the entire plant layout in detailed manner;
- h) Design Philosophy and system description:

- i) Drawing of conceptual plan for Intake structure, Penstock/intake tunnel, Power House and Tailrace;
- j) Additional Structural studies Design of various components as required;
- k) Preparation of drawings;
- 1) Design of Hydro-Mechanical Equipment
- m) Design of E&M Equipment and layout as required for the preparation of DPR;
- n) Transmission Planning of Power i.e., drawl of electric power required for the plant, evacuation of electric power generated by the plant along with all Communication Facilities required for regular operation of the plant, data communication through SCADA systems, etc.
- o) Preparation of construction equipment planning;
- p) Financial analysis including return on investment, cost benefit analysis, levelised tariff, etc with assumptions and limitations considered;
- q) Regular Plant operation and maintenance along with associated costs and man power requirement and their management.
- r) Miscellaneous studies as per requirement to be carried out and incorporated in DPR;
- s) Writing of various chapters of DPR as per CEA norms;
- t) Project implementation planning and schedule;
- u) Project Organization and Infrastructure facilities such as approach roads during construction, power requirement, workshops, administrative and residential buildings, etc.;
- v) Studies and identification of site for dumping areas nearby the project site for dumping excavated muck;
- w) Estimation of quantities for civil and E&M works and Cost estimates as per CEA/CWC Norms.
- x) Environmental Studies: Required Studies shall be carried out as per the MOEF&CC notification dt. 14.09.2016, Land Acquisition Act, 2013, Forest Conservation Act, 1980 and other relevant statutory Acts to obtain the Environmental Clearance, Forest Clearance, TEC from CEA and other clearances from the statutory agencies to implement the project. These works include

preparation of documents for MoEF duly carrying out EIA/EPM studies, Social impact assessment studies, R&R scheme, bio-diversity studies, etc.

Note:

- 1. The bidder shall quote the entire DPR cost including obtaining all statutory clearances from CEA / CWC / MOEF / GSI for techno economical clearances and environmental clearances and any other statutory clearances from Govt. of India / Govt. of A.P
- 2. The bidder is requested to furnish their price breakup as per details given below. The APSPCL may decide upon this, i.e., whether to obtain clearances from the statutory authorities, or not after scrutiny of draft DPR. APSPCL may entrust the job to the same consultant, if it opines that the proposal may materialize and would be advantageous to obtain clearances in the best interest of the state energy sector. The bidder is required to give the price breakup in the execution of each item of work in terms of percentage. The price breakup shall be subjected to approval of APSPCL.
- 3. The DPR price shall include submission of required documents with the statutory authorities, presentation of all materials to the authorities, attending to the meetings and discussions, liasoning/pursuing with them, revisions to the DPR as per suggestions/recommendations of these authorities, conducting public hearings at various stages, etc.
- 4. The bidder shall submit sufficient hard copies, say 5 copies, of all important reports at various stages of study i.e., draft feasibility study report, EIA&EMP reports, R&R Planning reports, draft DPR, etc along with soft copy. After completion of the entire study, the consultant shall submit 10 copies of the final DPR incorporating all modifications along with soft copy. The soft copy shall be in the word format (for write up), excel format (for data), CAD drawings (for drawings, layouts, etc)
- 5. All permissions required for obtaining the studies at site are to be obtained by the consultant. APSPCL will provide necessary letters, informing the authorities that the consultant is the authorized person on behalf of APSPCL to make studies.

The consultant may note that the Preparation of **DPR shall begin only if the project is found** viable both technically and financially, else the project will be dropped and contract with the **Consultant will be fore closured.** The consultant may note the following activities included in the contract:

| for the Government of India in respect of acceptance and examination for concurrence of DPR |
|---|
| as well as assist in obtaining all requisite statutory clearances for the implementation of the |
| project |
| For Co-ordination of all the activities as a nodal agency for the process of preparation of |
| FR/DPR |
| Surveys and Investigations - Necessary Survey and Investigation in co-ordination with |
| agencies of Government of India shall be done for preparation of FR/DPR. EIA/EMP studies |
| |

shall be undertaken in conformity with the latest guidelines of MoEF&CC for obtaining final

☐ Follow up actions with regard to resolving all queries raised by the Statutory Organizations

5.4. SCHEDULE

environmental clearance.

APSPCL anticipates the tentative time schedule is shown below

- The FR shall be submitted within Four (4) months from the date of award of the work
- The FR shall be scrutinized/finalized by the APSPCL and sanction for proceeding with preparation of DPR and Clearances, will be given in Two (2) months
- The Draft DPR shall be submitted within Twelve (12) months from the date of sanction of proceeding with DPR preparation from the APSPCL
- Final DPR including all requisite Clearances for implementation of the project shall be submitted within Six (6) months from the date of proceedings issued after submission of draft DPR
- The APSPCL will examine the delays not attributable to the consultant during the course of execution and time extensions will be given on case to case basis.

The Consultant shall submit their/alternate time schedule for undertaking various Works/Activities in different stages of preparation of FR/DPR in an appropriate format based on their better understanding of the project.

5.5. STAKEHOLDER CONSULTATION

Public and other stakeholder consultation is an essential component of this study. The Consultant will be required to consult with persons and organizations potentially or affected by the implementation of the project, and must commit to inform and engage individuals, interest groups, local governments and other stakeholders in the assessment. The stakeholder consultation program prepared/scheduled by the consultant will be reviewed and be acceptable to APSPCL.

5.6. PROPONENT EXPERTISE / ELIGIBILITY/EVALUATION CRITERIA

I General Criteria

- a. The bidder shall be a registered firm with any State / Central Government.
- b. The bidder shall have Average Annual Turnover of at least Rs. 5 (Five) Crores for the last five (5) financial years.
- c. The bidder shall have experience not less than 5 years in providing consultancy services.
- d. The bidders shall enclose the copies in support of the above.

II. Technical Criteria

- a. The bidder shall have the experience of providing consultancy services for at least one Hydro power project or pumped hydro power projects in preparation of Techno Commercial Feasibility Reports / Pre-feasibility reports / Detailed Project Reports of capacity not less than 500 MW during the last five completed financial years i.e., 2017-18 to 2021-22 in State/Central Govt./ State or Central PSU etc.,
- b. The bidder should have experience in preparation of techno commercial feasibility

report / detailed project report/ detailed engineering design for at least **One** (1) Hydro power project or pumped storage hydroelectric project in India of head not less than **150 m** during the last five completed financial years i.e., **2017-18 to 2021-22** in State/Central Govt./ State or Central PSU etc.,

c. The bidders shall enclose the copies in support of the above.

III. Evaluation of Bids

Prior to detailed evaluation of qualification requirements, APSPCL will determine whether each bidder is substantially responsive to the requirements of the qualification document. For the purpose of these processes, a substantially responsive qualification is one which conforms to all the terms, conditions and requirements of the qualification documents without material deviation. The bidder may note the following evaluation criteria for the purpose of determining successful bidder. Please note that the APSPCL has no obligation to award the contract after determining such successful bidder. APSPCL is having right to reject any or all offers received or cancel the tender itself.

Scoring Methodology:

1. The method of selection of bidder will be through Quality and Cost Based Selection (QCBS) process. The Bidders will be awarded the marks as per the criteria mentioned below:

| Sl. No. | Criteria | Points |
|------------|--|--------|
| (I) | General Criteria (20 points) | |
| Α. | Experience (10 points) | |
| i | 5-10 years | 5 |
| ii | 11 years and above | 10 |
| В | Average Annual Financial Turnover (5 points) | |
| i | Rs.6 Cr - Rs50 Cr | 2 |
| ii | Rs.51 Cr – Rs.100 Cr | 3 |
| iii | Rs.101 Cr – Rs.150 Cr | 4 |
| iv | Rs.151 Cr and above | 5 |
| С | Experience in Power Projects in Andhra Pradesh | 5 |
| | (Maximum 5 marks @ one per each assignment) | |
| | | |
| (II) | Technical Criteria(80 Points) | |
| A | Experience in preparation/review of TCFR/PFR/DPR/Detailed engineering design of pumped | 10 |
| | storage HEPs in India (Maximum- 10 points) @ 5 Points per each assignments | |

| В | Experience in preparation/review of | |
|-----|--|-----|
| | PFR/DPR/detailed engineering design of Hydro Electric Projects involving head over and above 150 meters | |
| | (Maximum 20 points) | |
| i | Head range between 150 m – 200 m | 5 |
| ii | Head range between 200 m – 250 m | 10 |
| iii | Head range between 250 m – 300 m | 15 |
| iv | Head range above 301 m | 20 |
| С | Assessment of Bidder Performance (After Opening of the | |
| | Technical Bid) (Maximum – 30 Points) | |
| i | Evaluation of Methodology & Work Plan for the assignment | 20 |
| | proposed by Proponent and performance assessment made by | |
| | the APSPCL | |
| ii | Technical Presentation | 10 |
| D | Experts/Engineers with at least 5 years experience in the field of hydro power with the following areas of specialization (maximum 20 points). Bidder shall submit proof of these professionals on the rolls of the company. | |
| i | Hydropower Engineer | 6 |
| ii | Electro-Mechanical Engineer | 6 |
| iii | Structural Engineer | 5 |
| iv | Geologist | 3 |
| | TOTAL Maximum points possible | 100 |

2. The bidders, whose score is a minimum of 60 points will only be considered for evaluation. The following weightages will be given for arriving final score of the bidders and declaration of successful bidder:

A. Technical Score : 60% B. Financial Score : 40%

3. The bidder's financial score will be evaluated with reference to the lowest quote of all bidders.

IV. ILLUSTRATION OF EVALUATION OF LOWEST BIDDER

FINANCIAL BID QUOTES:

| Proponent details | Financial proposal amount |
|-------------------|---------------------------|
| PROPONENT 1 | 1,30,000 |
| PROPONENT 2 | 1,20,000 |
| PROPONENT 3 | 1,00,000 |

CONVERSION FINANCIAL PROPOSAL AMOUNT TO SCORE:

| Proponent details | Financial proposal amount | Financial Score (LFB/F x 100) |
|-------------------|---------------------------------|---------------------------------------|
| PROPONENT 1 | 1,30,000 | $(100000/130000) \times 100 = 76.92$ |
| PROPONENT 2 | 1,20,000 | (100000/120000) x 100 = 83.33 |
| PROPONENT 3 | 1,00,000 | $(100000/100000) \times 100 = 100.00$ |

LFB – Lowest Financial Bid; F – Quoted amount.

CONSOLIDATED TECHNICAL AND FINANCIAL SCORE:

| Proponent details | Technical score | Financial Score |
|-------------------|-----------------|-----------------|
| PROPONENT 1 | 100 | 76.92 |
| PROPONENT 2 | 90 | 83.33 |
| PROPONENT 3 | 80 | 100.00 |

COMBINED TECHNICAL AND FINANCIAL SCORE (CTFS) WEIGHTAGE 60: 40

| Proponent details | Applying weights for the Technical score and Financial score | CTFS | Rank of the Propo nent |
|----------------------|--|-----------------------|---------------------------------|
| PROPONENT 1 | (100 x60/100) + (76.92 x40/100) | 90.77 (60 + 30.77) | L1 |
| PROPONENT 2 | (90 x60/100) + (83.33 x40/100) | 87.33 (54 + 33.33) | L3 |
| PROPONENT 3 | (80 x60/100) + (100 x40/100) | 88.00 (48 + 40) | L2 |

5.7. PAYMENT SCHEDULE AND TERMS

The following payment schedule may be noted by the bidder, with reference to the items mentioned in price schedule (Table-6). The APSPCL will consider release of the payments upon completion of relevant portion of work and submission of invoices along with other documents as per the RFP and work order:

- 1. 25% of item-1 on submission of topographical survey.
- 2. 50% of item-1 on submission of draft feasibility report.
- 3. 15% of item 1 on submission of geological mapping of the project.
- 4. Balance 10% of item -1 on submission of final feasibility report and go ahead for preparation of DPR.
- 5. 10% of item-2 on completion and submission of Geo-Technical investigation plan and approval of the plan by GSI.
- 6. 10% of item-2 on completion and submission of Geo-Physical Survey.
- 30% of item-2 on completion and submission of Geo-technical Investigations (Drilling & Drifting) and laboratory testing on monthly basis against completed works /running bills.
- 8. 15% of item-2 on submission of EIA&EMP reports, R&R plan, etc
- 9. 15% of item-2 on submission of draft DPR.
- 10. Balance 20% of item-2 on receipt of Techno-Economic Clearance and final DPR.
- 11. 15% of item-3 on submission of ToR.
- 12. 15% of item-3 after public hearing.
- 13. 50% of item-3 on receipt of clearances from respective agencies/departments.
- 14. Balance 20% of item-3 on closing of contract on completion of all activities.

The bidder is requested to note that the amount quoted shall be in Indian Rupees and should include any applicable taxes, charges, levies, fees, etc except GST which shall be payable by APSPCL as per prevailing rates during the contractual period and shall be shown separately. All statutory recoveries shall be made from the Consultant at the current rates.

Income tax deduction at source will be carried out by APSPCL. If exempted from payment of

Income tax, then necessary proof of Income tax exemption should be submitted along with the proposal.

As a general rule no mobilization advance will be paid by APSPCL for initiation of work. While quoting the terms of payment the same may be noted.

All incidental expenses incurred by APSPCL for making payments outside Tadepalli in which claim arises shall be borne by the Consultant. The pricing model should be encompassing for all the work anticipated for obtaining requisite clearances for implementation of the proposed project and to be completed by the Consultant within the specified period fixed.

5.8. EXTRA WORK

No extra work is anticipated as the selected consultant is expected to furnish the cost of undertaking the FR/DPR preparation in full after detailed inspection of the site and after acquaintance with the site conditions and all variables, except the items mentioned in the RFP.

If it is anticipated that the Consultant will be required to undertake additional work not directly, specified in this contract as per the directions of any Statutory Government agencies, the consultant is required to identify the rates for all employees/sub Consultants identified in their submission for extra work and any other administrative costs.

Prior to starting extra work, the Consultant will be required to submit a detailed break up of the costs, including all expenses, to complete the extra work and specific reasons for not identifying the said component of work while furnishing the costs. The work shall be undertaken only after obtaining written approval from the APSPCL.

Reimbursable Expenses for transportation and travel associated with the provision of extra work shall not exceed the prevailing rates claimed by Class -1 officers of APSPCL.

5.9. ACCEPTANCE OF WORK ORDER AND EXECUTION OF AGREEMENTS

Within Fourteen days from the date of issue of the Work order, the successful proponent (consultant) shall accept the work order and return the duplicate copy of same to the APSPCL. The

proponent shall execute the agreement within 15 of the issue of work order or within such further time frame as to APSPCL may agree to, in its sole discretion.

The expenses for preparation and stamping of the contract agreement shall be borne by the successful proponent.

5.10. PERFORMANCE GUARANTEE

For the due and faithful performance of the contract, the successful proponent shall be required to furnish a performance guarantee (security deposit) of 10% of the Total Contract Amount in the form of a Bank Guarantee (issued by any Scheduled Bank/ Nationalized Bank).

The bank guarantee format for submission of EMD is attached. The details of the banker of APSPCL are as follows:

i. Name of the Bank
ii. Account No
iii. Branch Name
iii. Labbipet, Vijayawada.

iv. IFSC Code : UBIN 0803430

The bank guarantee shall be valid initially for a period of **Two Years** from the date of award of the work with a claim period of **Three (3)** months thereafter and has to be suitably extended from time to time. No interest is payable by APSPCL on the security deposit.

OTHERS

In addition to all the aspects mentioned above all other aspects/activities which may be required for successful completion/finalization of the DPR shall also be taken up together by the consultant in consultation with the APSPCL.

SECTION 6: PROPOSAL CONTENT & REQUIREMENTS

APSPCL will use the submitted proposals and information contained therein as the basis for selecting the successful consultant. Therefore, the proposals shall include a table of contents, in a format like document and include all responses to each and every term & condition covered in these documents. The proponent may cover the following:

MANDATORY REQUIREMENTS:

- a) Submission must be received in their entirety by the time and date indicated in the document.
- b) An official of the consultant who is authorized to sign on behalf of and bind the proponent to statements made in the proponent's submission must sign the submissions.
- c) Submissions must include an Executive summary:
 - > Summary is to be limited to three (3)pages.
- d) The Proponent must clearly demonstrate their experience in:
 - > Project management, including scope, schedule and budget control.
 - > FR and DPR preparation/execution of Successful Pumped Storage hydroelectric projects
 - ➤ Obtaining statutory clearances as stipulated by CEA /CWC/MoEF&CC / PCB or any other statutory agencies of GoI/GoAP.
 - > Communication strategies, public consultation and public relations.
- e) The Proponent must demonstrate their understanding and knowledge of the:
 - > DPR preparation process and applicable legislations
 - A work plan and methodology for undertaking the FR / DPR/statutory clearances

Proponents must ensure that this information is clearly presented in specific sections of the proposal.

- f) The Proponent must clearly:
 - > Demonstrate an understanding of the complexity of the project and the objectives.
 - ➤ Identify the Project Leader's skills, experience, education and amount of time this individual will devote to the project.
 - ➤ Identify the Facilitator's skills, experience, education and amount of time this individual will devote to the project.
 - ➤ Identify the rest of the Proponent's team, their skills, experience and education.

Proponents must ensure that this information is clearly presented in specific sections of the proposal.

- g) The Proponent shall provide a thorough description of how the project will be managed in terms of, methodology, communication plan, risk management, quality management and any other resources required to complete the project.
- h) Submissions shall include a commitment by the Consultant(if selected) to attend a Proponent interview session if required, to be held in Office of the MD & CEO/APSPCL, Tadepalli
- i) The Proponent shall also ensure that some of their staff is conversant with local language (Telugu).
- j) The Proponent must indicate that the members of their team have no conflict of interest in connection with this project.

GENERAL REQUIREMENTS

PROPONENT BACKGROUND

Provide a brief summary of the history and organization of the proponent including legal consultant

name, years in consultancy, number of staff, location(s) and principal location if applicable, mailing address and principal contact person and telephone no etc.

RELEVANT EXPERIENCE

Describe, in detail, the proponent's experience in preparation of PFR/DPR of successful Pumped Storage Hydroelectric Projects in India and abroad.

- Number of such studies carried out.
- Experience with and knowledge of CEA Guidelines, CWC, MoEF&CC etc., related to Pumped Storage Hydroelectric Projects.
- Recent relevant experience in projects of an equivalent scope and nature in India and abroad
- Describe any special features of the proponent, which would benefit APSPCL/State.

PROPONENT'S REFERENCES

Provide a minimum of one client reference for a project of similar scope and nature of this work which have been successfully completed. Include a description of the project, name of the client who had assigned the work, address, telephone and mail addresses, and contact person. These information may be used by the APSPCL to contact those persons directly and assess the factual details.

PROJECT LEADER

Name the employee who will be assigned to this project as Project Leader. Provide a detailed resume, which indicates with experience that particularly relates to their ability to effectively lead and manage a project of similar scope and nature, specifically their expertise with FR/DPR of Pumped Storage hydroelectric projects, professional registration or technical certifications. Indicate any factors, which would have a bearing on this person's ability to effectively undertake the role.

PROJECT LEADER REFERENCES

Provide references for which the project leader has provided a service similar in scope and nature to

the service required in this RFP. Include a description of the project, client's name, address, telephone and email address, and contact person.

PROJECT FACILITATOR

Name the individual who will be assigned to this project a "Project Facilitator". Provide a detailed resume, which indicates their experience that particularly relates to their ability to effectively lead the communications / public consultation aspects of this project, and demonstrate their ability to communicate in English &Telugu languages. Indicate any factor, which would have a bearing on this person's ability to effectively undertake this role for the duration of the project.

PROJECT FACILITATOR REFERENCES

Provide references for which the project facilitator has provided a service similar in scope and nature to the service required in this RFP. Include a description of the project, client's name, address, telephone and fax numbers, and contact person.

PROJECT TEAM

Name employees who will be assigned to this project and provide relevant information including resumes and experience of each team member that particularly relates to their expertise that makes them suitable for this project, professional registration or technical certifications. Provide an organizational chart. Indicate which team members will be assigned to each task and their proposed level of effort.

PROJECT TEAM REFERENCES

Provide references for whom each of the key project team members have provided a service similar in scope and nature to the service required in this RFP. Include a description of the project, client's name, address, telephone and fax numbers, and contact person.

SUB-CONSULTANTS

Utilizing a sub-consultant (who must clearly be identified) in the Proponent's response is acceptable. This also includes a joint submission by two or more Proponents having no formal corporate links. However, in this case one of these Proponents must be prepared to take overall

responsibility for successful interconnection of the multiple organizations and this must be clearly defined in the Proposal. Also, one firm must act as the sole interface between the joint partners and APSPCL.

- a) In the event that sub consultants are to be utilized or a joint submission by two or more Proponents is to be utilized, the Proponent must identify in the same manner as a Lead proponent, all relevant information on each and their employees who would be assigned to the project.
- b) Identify how the Consultant, who is responsible for the overall project, will interconnect with sub consultant(s).

METHODOLOGY & SCHEDULING

The proponent shall include, but not necessarily be limited to:

- A detailed work plan, identifying their intended approach, methodology and schedule for the study, each option shall be clearly detailed, demonstrate understanding of the harmonized review for the PFR/DPR preparation
- A listing of all information and data sources available to the proponent and expected to be used in the study, including the proposed resources of any departments.
- ➤ Anticipated time commitments for all team members, for each option and component of the work.
- ➤ A listing of Anticipated modeling studies, design undertakings.
- Their methodology for scheduling and budget control.
- ➤ A description of the consultant's Quality Management System.

COMMUNICATIONS

The proponent will describe their methodology for ensuring public consultation and for working with the APSPCL. The proponent must document the proposed format and schedule for public consultation during various stages of the Project, indicate the types of materials to be available and/ or presented to the public, describe the opportunities for receiving public input, procedure for documenting and evaluating public input, and demonstrate how these concerns are to be addressed.

It must be clear how the input from public consultations is to be used in the development of the PFR/ DPR study/report.

PROPONENT INTERVIEW

A commitment to attend the proponent for discussions, if required, shall be included in the proposal submission. The Proposal will identify the members of the Proponent teams attending the discussion session. It is mandatory requirement that the Project Leader and Facilitator attend this discussion session as part of the consultant team. It is not mandatory that all team members attend.

PRICE SCHEDULE

| Sl. No. | Item | Price (Rs) |
|---------|---|------------|
| 1 | Preparation of Feasibility Report as per the scope mentioned in the bid documents (all studies up to the stage of preparation of feasibility study report) | |
| 2 | Preparation of Detailed Project Report as per the scope mentioned in the bid documents (till the end of final DPR, but before the stage of obtaining clearances). | |
| 3 | Obtaining clearances from the statutory authorities including revision of DPR if required. | |
| 4 | Taxes on item-1,2 &3 (Detailed break up shall be given) | |
| 5 | Grand Total | |

Schedule-II (For Additional Quantities)

| Sl. No. | Description of item | Quantity to be considered by the bidder for submission of their bid (In Schedule-I Above) | Rates to Carryout additional quantities over and above the Schedule Quantities |
|------------|---|---|--|
| 1 | Topographical survey | 2 Square Kilo Meters | |
| 2 | Geophysical survey | Based on FR, it is estimated that the bidder may require to undertake Geo Physical Survey for total length of 2000 Metres based on site conditions. | |
| 3 | Bore holes for Geological/ Geotechnical investigations | 600 Meters (Aggregate). | |

APPENDICES / ATTACHMENTS

If applicable, this section should contain any additional information pertinent to the Proponent's response.

All materials submitted as appendices / attachments to the proposal should be clearly indicated in the Table of Contents. Materials not so documented by the Proponent will be considered as extraneous information.

APPENDICES

- 1. INFORMATION ON TECHNICAL/ MANAGERIAL/ APPROACH METHODOLOGY
- 2. TERMS OF REFERENCE
- 3. CHECK LIST OF THE KEY PARAMETERS
- 4. DRAFT TABLE CONTENTS OF PFR/DPR
- 5. GENERAL INFORMATION ON PFR/DPR PREPARATION
- 6. PRICE SCHEDULE

APPENDIX 1

Information on Technical/ Managerial/ Approach Methodology

| Annexure 1 | Letter of Application |
|-------------|---|
| Annexure 2 | General Information of the proponent |
| Annexure 3 | Firms References |
| Annexure 4 | Comments & Suggestions of consultants on TOR etc |
| Annexure 5 | Description of methodology and work plan |
| Annexure 6 | Team Composition and task assignments |
| Annexure 7 | Format of Curriculum Vitae (CV) for proposed professional staff |
| Annexure 8 | Time schedule for professional personnel Annexure9 Activity work Schedule |
| Annexure 10 | Assignment of similar nature successfully completed |
| Annexure 11 | Break – up of manpower costs and other costs |
| Annexure 12 | Cost Estimates of Services, Cost of Personnel, Schedule of Rates |
| Annexure 13 | Break –up of cost for extra work |
| Annexure 14 | Proforma for Bank Guarantee against EMD |

LETTER OF APPLICATION

(*To be filled up by the bidder*)

Name of work: Invitation of Request for Proposal (RFP) for preparation of Feasibility Report (PFR) and Detailed Project Report (DPR) for proposed Pumped Storage Hydro Electric Project including obtaining requisite clearances-Reg

Ref: Tender Notice No:

To

The Managing Director,

APSPCL, Tadepalli, Guntur district

Sir,

Place.

- I/We have downloaded the Bid document from the web site and I/We have not tampered/modified the Bid forms in any manner. In case, if the same is found to be tampered/modified at a later stage, I/We understand that my/our tender will be summarily rejected and full bid security will be forfeited.
- 2. Having examined carefully the specifications together with the conditions of bid & contract, Schedules, and the accompaniments, I/we hereby offer to carry out the works described in the said specifications, etc. at rates entered herein.
- 3. I/We hereby undertake to plan, organize, execute and complete the whole of the work entrusted to me/ us strictly according to the conditions of contract and the specifications, if the work is awarded.
- 4. If the work is awarded to me/us, I/we also undertake to execute Agreement and commence the work in terms of the bid conditions and as directed by you.
- 5. I/We also undertake to abide by the instructions of the APSPCL from time to time in carrying out the work envisaged under this contract.

| race. | Tours faithfully, |
|-------|---------------------|
| | |
| Date: | Signature of Bidder |

Name of Firm & address Seal

Vours faithfully

GENERAL INFORMATION OF THE PROPONENT/ BIDDER

Note: Separate sheets may be used wherever necessary.

| 1. Name & Address of the Bidder | ; |
|--|---|
| 2. Name & Designation of the concerned officer to whom all references shall be made | : |
| 3. Fax nos. | : |
| 4. Phone nos. /Mobile Nos.: | : |
| 5. E-Mail ID | : |
| 6. Total No. of Employees/Manpower Strength | : |
| 7. Type of the Organization (Public Sector/ Limited/ Private limited/ Partnership/ Proprietary /Society/Any other) | |
| 8. No. of Offices/Centers (enclose the list) | : |
| 9. Any other information that bidder may | : like to give in order to highlight his bid. |
| 10. Name & address of local representative, if any: | |

FIRMS REFERENCES

Relevant Services carried out in the Last 10 Years may be illustrated to exhibit the Qualifications of the bidder to the best possible using the format below.

Please provide information on each reference assignment for which the bidder's firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

| Assignm | ent Name | Country | | | | |
|---|-----------------------|---|--|--|--|--|
| , , | | Professional Staff provided by the Proponent | | | | |
| Name of client | | No of staff | | | | |
| Address | | No.of Staff-weeks; Duration of assignment: | | | | |
| Start Date (Month / Completion Date As Year) | | Approx. Value of Service (in Current Indian Rs.) | | | | |
| Name of Associated Consultants, if any: | | No. of months of Professional Staff Provided by Associated Consultants: | | | | |
| Name of Senior Staff functions performed | (Project Director/ Co | ordinator ,Team Leader) involved and | | | | |
| Narrate Description of Project: | | | | | | |
| Description of Actual | Services Provided by | Your Staff: | | | | |

COMMENTS AND SUGGESTIONS OF PROPONENTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES

| On the Terms of Reference: |
|--|
| 1. |
| 2. |
| 3. |
| 4. |
| 5. |
| On the data, services, and facilities to be provided by APSPCL |
| 1. |
| 2. |
| 3. |
| 4. |
| 5. |

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical / Managerial Staff

| SI No | Name | Qualification | Proposed Position | Experience in years | Area of expertise | Task assigned |
|----------|------|---------------|----------------------|---------------------|-------------------|------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

2 Support Staff

| SI No | Name | Qualification | Proposed Position | Experience in years | Area of expertise | Task assigned |
|----------|------|---------------|----------------------|---------------------|-------------------|------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

FORMAT OF CURRICILUM VITAE (C V) FOR PROPOSED PROFESSIONAL STAFF

| Proposed Position | : |
|----------------------|-----------------------|
| | |
| Name of Firm | : |
| | |
| Name of Staff | : |
| | |
| Profession & Qualifi | cation Date of Birth: |
| | |
| Years with Firm / en | tity: Nationality: |
| | |
| Membership in Profe | essional Societies: |
| D.4.11.4 T1 4 | 1. |
| Detailed Tasks Assig | gned: |

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.)

Education:

(Summarize college / University and other specialized staff member giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.)

Employment Record:

(Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments, For experience in last five years, also give types of activities preformed and client references, where appropriate. Use about two pages.)

| (For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading and writing) |
|--|
| Certification: |
| I, the undersigned, certify that to the best of my knowledge and belief, these date correctly describe me my qualifications, and experience. |
| Date: |
| (Signature of staff member and authorized representative of the Firm) |
| Day / Month/ Year |
| Full name of staff member: |
| Full name of authorized representative: |

Languages:

TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

| W | eeks (in the form | of a Bar Chart) | | |
|--|-------------------|-------------------------------|--|--|
| Name | Position | Reports/ Activities 1 2 3 412 | | |
| | | Number of Weeks | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Full – time: | Part –time | ÷: | | |
| Reports: Activities Duration: | | | | |
| Signature: (Authorized Representative) | | | | |

FullName: ___Title:____

Address:

ACTIVITY / WORK SCHEDULE

A. Field Investigation and Study items

| | | | 1 st ,2 nd | etc a | e weeks from the start of as | signme | ent | |
|----------|-----|-----|----------------------------------|-------|------------------------------|--------|------|------|
| Activity | 1st | 2nd | 3rd | 4th | | 12th | 13th | 14th |
| (Work) | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

| Module | Deliverables | Date |
|--------|--------------|------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED

1. Outline of the recent experience on assignments of similar nature

| Sl No | Name of assignment | Name of Project | Client | Cost of assignme nt | Date of commencement | Date of completion | Was assignment satisfactori ly completed |
|----------|--------------------|-----------------------|--------|---------------------|----------------------|--------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

(Note: Please attach certificates from the client by way of documentary proof)

BREAK – UP OF MANPOWER COSTS

| Person's Name | No. of weeks | Equivalent Months | Rate / Person month | Total |
|------------------|--------------|----------------------|---------------------------|-------|
| | | | | |

BREAK – UP OF OTHER COSTS

| Expense Type | Total |
|--------------------------|-------|
| Establishment Expenses * | |
| Travel Expenses * | |
| Communication Expenses * | |
| Other Overheads * | |
| | |

Note: The above details are only for indicative purpose and will not count for evaluation of bid price.

COST ESTIMATE OF SERVICE, COST OF PERSONNEL, SCHEDULE OF RATES

| 1. | Remuneration | of Staff | (Professional / | Managerial | / Support) |
|----|--------------|----------|-----------------|-------------------|------------|
|----|--------------|----------|-----------------|-------------------|------------|

| Designation | Name | Rate (Rs.) (per day /Me | | Period (days /months) | Total Amount (Rupees) |
|--------------------------|--------|----------------------------|--------------|-----------------------|-----------------------|
| (a) Team Leader | | | •••• | | |
| (b) | | | | | |
| (c) | | | •••• | | |
| | | | Sub | – Total (1) | •••••• |
| 2. Other Expenditure | s | | | | |
| Item | Rat | e(Rs) | Uni | t | Total Amount (Rs) |
| (a)Travel | | | | | |
| (b)Local Transportation | | | | | |
| (c)Per Diem | •••• | | | | |
| (d)Others (Give details) | •••• | | | | |
| | | | Sub | - Total (2) | |
| TOTAL COST | | | | | |
| (REMUNERAT | ION &O | THER EXPEN | IDITU | RES) | |
| CONTINGENC | Y | | | | |
| TOTAL COST | OF EST | IMATE | | | |

Note:

The break up of cost estimate is for the information of the client to judge the reasonableness of the cost. However payment will be made on the basis of deliverables and payment schedules as specified in the Contract.

BREAK -UP OF COSTS, IF FOR ANY EXTRA WORK

| Expense Type | Total |
|------------------------|-------|
| Nature of work | |
| Manpower Cost | |
| Establishment Expenses | |
| Travel Expenses | |
| Communication Expenses | |
| Other Overheads | |
| Total | |

Please provide full details

PROFORMA

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

| Bank Guarantee No: |
|---|
| Date: |
| THIS DEED OF GUARANTEE made on this,.day oftwo thousand twenty two |
| by the Bank of (Bank name and address) (herein after called "Bank") to and in favou of New and Renewable Energy Development Corporation of Andhra Pradesh Limited, having it |
| Registered Office at 12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road |
| Tadepalli, Guntur District ,Pin Code: 522 501,represented by the Vice-Chairman & Managing |
| Director (herein after called "APSPCL") |
| WHEREAS Messrs (herein after called |
| "Bidder") has submitted his tender response to RFPfor the |
| work "Preparation of Feasibility Report and Detailed Project Report for Proposed Pumped |
| Storage Hydro Electric Project (Phase-III)" (Name of work) (hereinafter called "the Tender"). |
| And WHEREAS in accordance with the terms and conditions of the Tender, the Bidder has to pay a sum of Rs/- (Rupeestowards Earnest Money Deposit |
| (EMD) from a Nationalised /Scheduled Bank. |
| And WHEREAS the Bank has, at the request of Bidder, agreed to guarantee the payment of the |
| said sum of Rsin case the Bidder failed to adhere the terms and conditions of the Tender. |
| And WHEREAS the Bidder has requested the APSPCL to accept bank guarantee in lieu of EMD |
| for a sum of Rs as per the Tender conditions. |

NOW THIS DEED WITNESSES AS FOLLOWS:

| 1. | In consideration of the APSPCL having agreed to accept the Bank Guarantee from a |
|----|--|
| | Nationalized/Scheduled Bank towards Earnest Money Deposit for a sum equivalent to |
| | Rs(Rupees |
| | only), the Bank do hereby guarantee that if the Bidder fails to |
| | perform the contract in accordance with the specification and conditions of the Tender as |
| | subsequently amended if any, the Bank shall pay forthwith merely on demand without and |
| | protest or demur to the APSPCL such amount or amounts, as the Bank may be called upon to |
| | pay by the APSPCL. |
| | |
| | PROVIDED that the liability of the Bank under this deed shall not at any time exceed the |
| | said guaranteed amount of Rs/- (Rupees |
| | only) |
| | PROVIDED further that the guarantee hereunder furnished shall be released to the Bidder, in |
| | - |
| | accordance with the terms of the Tender by APSPCL. |
| | 2. The Bank further undertakes to indemnify the APSPCL against any loss or damage that |
| | may be caused or suffered by the APSPCL by reason of any breach of the term and |
| | conditions in the said Tender No |
| | |
| | 3. The guarantee herein contained shall remain in force till the terms and conditions of the |
| | Tender No |
| | out by the said Bidder and in any case, the guarantee shall not hold good after |
| | |
| | 4. The Bank further agrees with the APSPCL that the APSPCL shall have the fullest liberty |
| | (without the consent of the Bank and without affecting in any manner the obligations of the |
| | Bank hereunder) to vary any of the terms and conditions of the Tender or to extend the time |
| | of performance of the Tender by the said Bidder from time to time or to postpone from time |
| | of performance of the Tender by the said Bidder from time to time or to postpone from time |

to time any of the powers exercisable by the APSPCL against the said Bidder and to forbear to enforce any of the terms and conditions relating to the said Tender and the Bank shall not be relieved of its liability by the reason of any such variations, or extension being granted to the reason to the said Bidder by reasons of any forbearance, act or omission on the part of the APSPCL or any indulgence by the APSPCL to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would but for these provisions have the effect of so relieving the Bank.

- 5. Any account settled between the APSPCL and the Bidder shall be the conclusive evidence against the Bank for the amount due and shall not be questioned by the Bank.
- 6. The expression 'Bank', 'APSPCL' and "Bidder" hereinbefore used shall include their respective successors and assigns.

Signature

Bank Seal

In the presence of witnesses:

1..... (Name in capital with address)

2...... (Name in capitals to be subscribed with designation, office address or Residential address)

(The Bidder should insert the amount of the EMD in words and figures. The Bank Guarantee shall be valid upto 31.12.2022).

APPENDIX 2 TERMS OF REFERENCE

(To be furnished by the proponent)

APPENDIX 3 CHECK LIST OF THE KEY PARAMETERS

(To be furnished by the proponent)

APPENDIX 4 DRAFT TABLE CONTENTS OF PFR/DPR

(To be furnished by the proponent)

APPENDIX 5 GENERAL INFORMATION ON PFR/DPR PREPARATION